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Attorneys for Plaintiff, JANE MK DOE

JANE MK DOE, an individual,
Plaintiff,

V.

STARBUCKS, Inc., a Washington corporation sole; TIMOTHY HORTON, an individual; DOES 1 through 100, inclusive;

Defendants.

) **NOTE CHANGES MADE BY**
) **COURT**

1 STIPULATED between the parties hereto, through their respective counsel, as
2 follows:
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4 1. In connection with the discovery proceedings in this action, the parties
5 may preliminary designate any document , thing, material, testimony or other
6 information derived therefrom which contains private, financial, proprietary and/or
7 privileged information under California and/or federal law, as “Confidential” under
8 the terms of this Stipulated Protective Order (hereinafter “Order”). Such a
9 designation shall only be made where the attorney of record believes, in good faith,
10 that: (i) the information is protected under the California Evidence Code; and/or
11 (ii) disclosure of such information would violate a personal, financial, or other
12 interest protected by law resulting in serious harm that outweighs the public
13 interest in disclosure of such information.
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15 2. Material preliminary designated as “Confidential” under this Order,
16 the information contained therein, and any summaries, copies, abstracts, or
17 other documents derived in whole or in part from material designated as
18 “Confidential” (hereinafter “Confidential Material”) shall be used only for the
19 purposes of the prosecution, defense, or settlement of this action, and for no other
20 purpose.
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22 3. Neither anything contained herein, nor any preliminary designation of
23 Confidential Material as “Confidential,” should be or is intended to be construed as
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1 an agreement or admission n by any party that the material is in fact confidential,
2 or is relevant, admissible, or material, nor shall anything therein alter any existing
3 obligations of any party or the absence thereof. The production of documents,
4 material and information shall not constitute a waiver of the parties' right to claim
5 in this litigation or otherwise that the Confidential Material is privileged
6 inadmissible. By entering into this Stipulation, the parties do not waive any right to
7 seek to compel the production of documents, or to assert obligation to the
8 production of documents.

12 4. Except with the prior consent of the Responding Party, or upon prior
13 order of this Court, discovery material preliminary designated as "Confidential"
14 pursuant to Paragraph 1 above shall not be disclosed directly or indirectly by the
15 person receiving such material to person other than (i) the parties, (ii) persons who
16 already have seen or received such Confidential Material, and (iii) the following
17 persons, as to whom disclosure shall be limited to the extent reasonably necessary
18 for the prosecution, defense, and/or appeal of this action:

22 (a) The Court, persons employed by the Court, and stenographers
23 transcribing the testimony or argument at a hearing, trial, or
24 deposition in this action or any appeal therefrom;

26 (b) Counsel for the parties in this action, including associates, legal
27 assistants, paralegals, secretarial and clerical employees, and outside
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1 services (including, without limitation, translators, copy services,
2 litigation consulting services, and graphics services) who are assisting
3 counsel in the prosecution, defense, and/or appeal of this action; (c)
4 Independent third party experts and consultants retained or employed
5 by counsel in connection with the prosecution, defense, and/or appeal
6 of this action, including their secretarial and clerical employees who
7 are assisting in the prosecution, defense, and/or their employees who
8 are assisting in the prosecution, defense, and/or appeal of this action,
9 provided that the requirements of Paragraph 6 below have been met;
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11 (d) A person (other than someone identified in (c) above) who is
12 testifying as a witness either at a deposition or a court proceeding in
13 this action, and only during the time he or she is testifying, provided
14 that the requirements of Paragraph 6 below have been met;
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20 5. The Responding Party shall preliminary designate Confidential
21 Material at the time of its production by marking any original or copies of the
22 document or other tangible materials produced with the legend "Confidential -
23 Produced to Counsel in USDC Case No.:SACV08-0582 AG Pursuant to Stipulated
24 Confidentiality Agreement." The Responding Party must also produce a log
25 concurrent with all designated documents detailing the following: (1) the Bates
26 range of the documents(s) in question, (2) the name of the attorney preliminary
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1 designating such documents (“Designating Party”) as “ Confidential,” (3) the date
2 such preliminary designation was made, and (4) the legal grounds, under California
3 and/or federal law, for such preliminary designation.
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5 6. With the exception of the Court and counsel for the parties as
6 described in Paragraphs 4(a) and 3(b), all persons receiving Confidential Material
7 shall be required, before receiving any such material, to sign a Certification in the
8 form attached hereto as Exhibit “A.” Counsel for each disclosing party shall retain
9 the original signed Certification, which they obtain from persons with whom they
10 share Confidential Material. Counsel shall provide signed copies of all Exhibit
11 “A” Certifications obtained as of the date of the request of counsel for any party
12 who makes such a request on the basis of a good faith belief that the content of
13 Confidential Material has been disclosed in violation of Paragraph 4.
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18 7. The parties’ attorneys of record may utilize Confidential Material in
19 written interrogatories, requests for production and requests for admission served
20 upon opposing parties. Such interrogatories, requests for production and requests
21 for admission and responses thereof, to the extent that they contain or disclose any
22 Confidential Material, shall be so designated.
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25 8. Nothing herein shall impose any restrictions on a party from
26 disclosing its own Confidential Material as it deems appropriate.
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1 9. Any part of testimony taken at deposition may be designated
2 “Confidential” by making a statement to that effect on the record at the deposition
3 or other proceeding. The attorney preliminary designating such testimony
4 (“Designating Party”) shall state the legal grounds, under California and/or federal
5 law, providing a good faith basis for such preliminary designation. Arrangements
6 shall be made with the Court Reporter taking a transcribing such proceeding to
7 separately bind such portions of the transcript only containing the information
8 designated as “Confidential,” and to label such portions appropriately.
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12 10. If a subpoena or a request for discovery of any nature is issued to a
13 third party in connection with this litigation calls or arguably calls for the
14 production by the recipient of the subpoena (“Recipient”) of Confidential Material
15 produced by Recipient by any other person in this action, then such information
16 produced shall be subject to the provisions of this Protective Order without the
17 Responding Party’s need to file a Motion to Quash respective to the third-party
18 subpoena.
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22 11. Any party may object to the designation of particular discovery
23 material as “Confidential: or may object to the treatment of any information as
24 deserving of “Confidential” treatment, by giving written notice to the producing
25 party making that designation and to all other parties. Such notice shall identify
26 with specificity the discovery material or the category of information to which the
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1 objection is directed, and the basis of the objection. If the producing party or any
 2 other party disputes the challenge to the designation of the discovery material or
 3 the category of information, and such dispute cannot be informally resolved within
 4 ten (10) court days of receipt of such notice, the party objecting to the designation
 5 may raise the matter with the Court after expiration of the ten-day informal
 6 resolution period, unless stipulated otherwise by parties. The disputed discovery
 7 material shall be treated as originally designated pending a ruling from the Court to
 8 the contrary. In any proceeding under this paragraph, the designating party shall
 9 have the burden of proof that the challenged discovery material is entitled to the
 10 protection of the designation of "Confidential." If the designation is voluntary
 11 withdrawn or successfully challenged, the producing party shall re-produce the
 12 material without the designation.

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 18 12. If any Confidential Material is to be included in any papers or
 19 transcripts submitted to the Court, including discovery motions and records
 20 submitted in connection with discovery motions or proceedings, such papers or
 21 transcripts shall be ~~lodged with~~ **submitted to** the Court ~~in a sealed envelope. The~~
 22 ~~documents lodged~~ **for approval of filing under seal pursuant to Local Rule**
 23 **79.5. Documents approved for filing under seal** shall be held by the Court ~~in~~
 24 ~~such a manner as to prevent any disclosure thereof, unless pursuant to Court Order.~~
 25 **pursuant to Local Rule 79-5.2.** The parties understand and agree that subject to

1 evidentiary objections, the Court may consider Confidential Material to reach a
2 resolution of this matter.
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4 13. Discovery material shall not be Confidential Material if the content of
5 substance thereof:

6 (a) is already in the public domain at the time of disclosure;
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8 (b) becomes part of the public domain at any time, unless as a
9 result of (i) action or failure to act, where there is a duty to act, on the
10 part of the receiving party, or (ii) any breach of duty by any third
11 party, or (iii) any violation of this Order; or
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13 (c) is made available to the receiving part by a third part who
14 obtained the same by legal means and without any obligation of
15 confidence to the disclosure party.
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18 14. This Order shall be without prejudice to the right of the parties to
19 present a motion to the Court for a separate protective order as to any particular
20 document or information, including restrictions differing from those as specified
21 herein. Any such motion shall be subject to the Court's rules governing discovery
22 motions. This Order shall not be deemed to prejudice the parties in any way in any
23 future application for a modification of this Order.
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26 16. Neither the taking of any action in accordance with the provisions of
27 this Order, nor the failure to object hereto shall be construed as a waiver of any
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1 claim or defense in this action. This Order shall not be construed as a waiver of
2 any right to object to the furnishing of information in response to discovery (except
3 based on the need for a protective order) and, except as expressly provided, shall
4 not relieve any party or witness of the obligation to produce information properly
5 sought in the course of discovery. Nothing contained in this Order or any
6 declaration of confidentiality or restriction hereunder shall be used or characterized
7 by any party as an “admission” by a party opponent. The failure of a party to
8 object to or to challenge a designation of discovery material as “Confidential” shall
9 not constitute an admission that the material so designated are in fact confidential,
10 are trade secrets, or other confidential research, development, or commercial
11 information or are entitled to any legal protections.

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17 17. Entry of this Order shall be without prejudice to any motion for relief
18 from the provisions hereof or to any motion for further restriction on the
19 production, exchange, or use of any documents or other information in the course
20 of this action; provided, however, that no such motion shall be made after the entry
21 of a final judgment or settlement.

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24 18. Nothing herein shall impose any restriction on the use or disclosure by
25 a producing party of its own documents or information, including the deposition
26 testimony of its employees or experts. Nor shall this Order be construed to prevent
27 any part or its counsel or experts from making use as they see fit of documents or
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1 information which were lawfully available to the public or lawfully in the
2 possession of the part, counsel, or expert prior to the producing party's providing
3 them, or which properly came into the possession of the party, counsel or expert
4 independent of any work in this action. Nothing herein shall nullify any
5 obligation or restriction otherwise imposed under California or federal law, on any
6 person receiving Confidential Material.
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9 19. Upon termination of this action, counsel for any party receiving
10 Confidential Material under provision of this Stipulation and Order shall assemble
11 all such Confidential Material for destruction or return to the producing part,
12 except that lead counsel may retain one copy of all produced documents, discovery
13 responses, and deposition transcripts and exhibits. Upon request, Counsel shall
14 confirm in writing to the producing party that such destruction or return has been
15 completed. Each attorney shall also be entitled to retain all pleadings, motions,
16 memoranda or other such court documents embodying information derived from
17 Confidential Material for the purpose of preserving its files in this action. All
18 documents retained by counsel shall continue to be subject to this Stipulation and
19 Order upon termination of this action.
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25 20. The Court may amend this Order. This Order shall remain in force
26 and effect until modified, superseded, or terminated by an order of the Court.
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21. The parties agree to abide by terms of this proposed protective order with respect to any exchange of Confidential Material among them in reliance on the protections of this order, pending entry of this order or its modification by the Court. Further, the parties to the instant matter reserve the right to amend this stipulation in writing.

Dated: June __, 2009

MANLY & STEWART
John C. Manly, Esq.
Vince W. Finaldi, Esq.

SHARYL BILAS GARZA, APC
Sharyl B. Garza, Esq.

By _____
VINCE WILLIAM FINALDI
Attorneys for Plaintiff Jane MK Doe

Dated: June __, 2009

AKIN GUMP STRAUSS HAUER & FELD, LLP
Catherine A. Conway, Esq.
Anastasia M. Boles, Esq.
Cynthia S. Chou. Esq.

By _____
CATHERINE A. CONWAY
Attorneys for Defendant Starbucks Corporation

Dated: June __, 2009

YUHL STONER CARR LLP
Eric F. Yuhl, Esq.

By _____
ERIC F. YUHL
Attorneys for Defendant Timothy Horton

Good cause having been shown, **IT IS ORDERED.**

1 Dated on this __20th____ day of July, 2009

2 By_____/S/_____
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4 Carla M. Woehrle

5 U.S. Magistrate Judge
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EXHIBIT “A”**CERTIFICATION OF NON-DISCLOSURE**

I, _____, hereby certify my understanding that Confidential Material is being provided to me pursuant to the terms and restriction of an Order entered by order of the United States District Court of the State of California (the “Court”) in connection with an action entitled Jane MK Doe v. Starbucks Corporation, et al., Case No: SACV08-0582 AG (CWx). I agree to maintain such information preliminary designated as “Confidential” in confidence. I agree not to use or disclose information preliminary designated as “Confidential,” except in connection with the trial or preparation for trial or appeal in this proceeding, without prior written consent of the party who designated the material as “Confidential.”

I further certify that I have been provided a copy of and have read the Order and hereby agree to the terms and agree to subject myself to the jurisdiction of the Court for purposes of enforcement of the terms and restrictions of the Order. I understand that violation of the Order is punishable as contempt of court.

Dated: _____

Signature

Affiliation

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the county of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 4220 Von Karman Avenue, Suite 200, Newport Beach, California 92660.

On June 23, 2009, I served the foregoing document described as **[PROPOSED] STIPULATED CONFIDENTIALITY AGREEMENT RE: PRODUCTION OF DOCUMENTS (WITHOUT PREJUDICE) AND ORDER THEREON**, on the interested parties in this action.

☒ by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED MAILING LIST

☒ **BY U.S. MAIL** - I enclosed the documents in a sealed envelope or package addressed to the respective address(es) of the party(ies) stated above and placed the envelope(s) for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal service, in a sealed envelope with postage fully prepaid at Newport Beach, California.

☒ **BY FAX TRANSMISSION** - Based on agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed above. No error was reported by the fax machine that I used.

☐ **BY PERSONAL SERVICE**

☐ I personally delivered the documents to the persons at the addresses listed above.

☐ **BY MESSENGER SERVICE**

☐ I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed above and providing them to a professional messenger service for service.

☒ **(Federal)** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. .

Executed on June 23, 2009, Newport Beach, California.

MARY HALVERSON

MAILING LIST:
Jane MK Doe v. Starbucks, Inc., et al.
Case No. SACV08-0582 AG (CWx)

Catherine A. Conway, Esq. Anastasia M. Boles, Esq. Cynthia S. Chou, Esq. AKIN, GUMP, STRAUSS, HAUER & FELD 2029 Century Park East, Suite 2400 Los Angeles, CA 90067 Tel: (310) 229-1000 Fax: (310) 229-1001 ATTORNEYS FOR DEFENDANT STARBUCKS CORPORATION	Eric F. Yuhl, Esq. William E. Stoner, Esq. George Rosenstock, Esq. YUHL STONER CARR LLP 401 Wilshire Blvd., Ste. 1070 Santa Monica, CA 90401 Tel: (310) 393-0045 Fax: (310) 393-9869 ATTORNEYS FOR DEFENDANT TIMOTHY HORTON
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